

UNITED STATES OF AMERICA  
POSTAL REGULATORY COMMISSION  
WASHINGTON, DC 20268-0001

Before Commissioners:

Ruth Y. Goldway, Chairman;  
Robert G. Taub, Vice Chairman;  
Mark Acton;  
Tony Hammond; and  
Nanci E. Langley

Competitive Product Prices  
Global Plus 1C Contracts (MC2012-6)  
Negotiated Services Agreements

Docket No. CP2013-43

ORDER APPROVING ADDITIONAL  
GLOBAL PLUS 1C NEGOTIATED SERVICE AGREEMENT

(Issued January 28, 2013)

I. INTRODUCTION

The Postal Service seeks to include a new contract (Agreement) within the Global Plus 1C product on the competitive product list.<sup>1</sup> For the reasons discussed below, the Commission approves the request.

II. BACKGROUND

*Product description and history.* The Postal Service enters into Global Plus 1C contracts with Postal Qualified Wholesalers (PQWs) and other large businesses that

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<sup>1</sup> Notice of the United States Postal Service of Filing a Functionally Equivalent Global Plus 1C Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, January 14, 2013 (Notice). The Notice was filed pursuant to 39 C.F.R. 3015.5. *Id.* at 1.

offer mailing services to end users for shipping articles via International Priority Airmail, International Surface Air Lift, Global Express Guaranteed, Express Mail International, Priority Mail International, and/or Commercial ePacket service. Notice at 5.

The Commission added Global Plus 1C to the competitive product list by operation of Order No. 1151, based on authorization in Governors' Decision No. 08-8 and a pricing formula in Governors' Decision No. 11-6.<sup>2</sup> The Commission concurrently included the agreements filed in companion Docket Nos. CP2012-12 and CP2012-13 within Global Plus 1C, and designated them as baseline agreements for assessing the functional equivalency of future agreements proposed for inclusion within the Global Plus 1C product. *Id.*

*The Agreement; effective date and term.* The Agreement is the customer's first Global Plus 1 contract. Notice at 3. The Agreement is scheduled to take effect January 27, 2013. Notice, Attachment 1 at 10. The Agreement is scheduled to expire the day prior to the date of any published rate change within the month of January 2014 affecting Qualifying Mail or, in the absence of such price change, on January 31, 2014. *Id.*

*Commission action.* In Order No. 1624, the Commission provided notice of the Postal Service's filing, appointed a Public Representative, and provided interested persons with an opportunity to comment.<sup>3</sup>

### III. THE POSTAL SERVICE'S POSITION

The Postal Service asserts that its filing demonstrates that the Agreement complies with the requirements of 39 U.S.C. § 3633, is functionally equivalent to the baseline agreements, and should be added to the Global Plus 1C product. Notice at 7.

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<sup>2</sup> Docket Nos. MC2012-6, CP2012-12, and CP2012-13, Order Adding Global Plus 1C to the Competitive Product List and Approving Related Global Plus 1C Agreements, January 19, 2012 (Order No. 1151).

<sup>3</sup> Notice and Order Concerning an Additional Global Plus 1C Contract, January 16, 2013 (Order No. 1624).

The Postal Service asserts that the Agreement is substantially similar to the baseline agreements. *Id.* at 4. It states that all three agreements share similar cost and market characteristics and rely on the pricing formula in Governors' Decision No. 11-6, ensuring that the costs of each Global 1C agreement conform to a common description. *Id.* at 4—5. The Postal Service also asserts that the functional terms of the Agreement are very similar to the baseline agreements and the benefits are comparable. *Id.* at 4.

The Postal Service states that prices under Global Plus 1C agreements (which all involve PQWs or other large businesses) may differ, based on volume, postage commitments, and date of signing, but asserts that these differences do not alter the agreements' functional equivalency. *Id.* at 5. It states that because the agreements incorporate the same cost attributes and methodology, the relevant characteristics of the Agreement are similar to, if not the same as, the relevant characteristics of previously filed Global Plus 1C agreements. *Id.*

The Postal Service further asserts that the Agreement fits within the parameters outlined by the Governors' Decisions authorizing and establishing rates for Global Plus 1C agreements, but identifies certain differences between the Agreement and the baseline agreements. *Id.* In addition to the name and address of the customer and the signatory, the Postal Service cites the non-exclusion of Global Bulk Economy service; revisions concerning Qualifying Mail, the minimum revenue commitment and administrative and transactional terms; and related conforming changes, including renumbering.<sup>4</sup>

The Postal Service asserts that these differences do not affect the fundamental service being offered or the fundamental structure of the contract, and claims that nothing detracts from the conclusion that the Agreement “is functionally equivalent in all pertinent aspects” to the baseline agreements. *Id.* (footnote omitted).

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<sup>4</sup> The Postal Service states that differences in the Agreement (including minor revisions, conforming changes, and renumbering) affect the following articles, in whole or part: Articles 2 through 4; 7; 12 and 13; 17 and 18; 25; 27 and 28; and 30 through 33. Notice at 5-7. The Postal Service identifies Article 34 (warranties and representation) as an additional article. *Id.* at 7.

#### IV. COMMENTS

Comments were filed by the Public Representative.<sup>5</sup> No other comments were received.

The Public Representative's review of the Postal Service's filing leads her to conclude, with some reservations, that the Agreement complies with section 3633(a) and is functionally equivalent to the baseline agreements. PR Comments at 4.

*Consistency with 39 U.S.C. § 3633(a).* The Public Representative states that, based on a review of data from the FY 2011, International Cost and Revenue Analysis (ICRA), the Agreement satisfies the requirements of 39 U.S.C. § 3633. *Id.* at 5. However, the Public Representative notes that cost and volume data from the FY 2012 ICRA, which were filed with the Commission in late December 2012, were available to the Postal Service at the time the Notice was filed.<sup>6</sup> She expresses disappointment that the Postal Service did not use the most recent available data, as suggested by the comments of the Public Representative for the dockets approving the baseline agreements. *Id.* She urges the Commission to work with the Postal Service to ensure that the Postal Service uses the most recent ICRA data in future international negotiated service agreement filings. *Id.*

*Functional equivalence.* The Public Representative considers the Agreement to be functionally equivalent to the baseline agreements. She refers to the differences the Postal Service identifies between the Agreement and the baseline agreements, and agrees with the Postal Service that the differences between the Agreement and the baseline agreements are not sufficient to "differentiate the contracts at any substantive level." *Id.* at 4.

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<sup>5</sup> Public Representative Comments on Postal Service Notice of Filing a Functionally Equivalent Global Plus 1C Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, January 24, 2013 (PR Comments).

<sup>6</sup> *Id.* at 4-5. The data for FY 2012 were filed as part of Docket No. ACR2012, United States Postal Service FY 2012 Annual Compliance Report, December 28, 2012.

## V. COMMISSION ANALYSIS

*Scope and nature of review.* The Commission's responsibilities in this case are to ensure that the Agreement: (1) is functionally equivalent to the baseline agreements (Docket Nos. CP2012-12 and CP2012-13); and (2) satisfies the requirements of 39 U.S.C. § 3633 and applicable Commission rules (39 C.F.R. 3015.5 and 3015.7).

*Functional equivalence.* The Commission has reviewed the Postal Service's reasons for asserting that the Agreement shares similar cost and market characteristics with the baseline agreements; meets the pricing formula and classification criteria established in the controlling Governors' Decisions; and comports with 39 U.S.C. § 3633 and Commission rules. It also has considered the Public Representative's views. The Commission agrees that the Agreement and the baseline agreements are substantially similar, and that any differences do not undermine a finding of functional equivalency. The Commission therefore concludes that the Agreement may be included in the Global Plus 1C product on the competitive product list.

*Cost considerations.* The Commission has reviewed the Notice, supporting financial analyses provided under seal, and the Public Representative's comments. In addition, the Commission has evaluated the Agreement using the more recent FY 2012 ICRA data, filed by the Postal Service as part of its 2012 Annual Compliance Report.<sup>7</sup> Based on the FY 2012 ICRA data, the Commission concludes that the Agreement should cover its attributable costs, should not result in competitive products being subsidized by market dominant products, and should have a positive effect on competitive products' contribution to institutional costs, consistent with 39 U.S.C. § 3633.

The Commission in previous orders has articulated its position that reliance on the most recent available ICRA cost data and information is preferable to use of less current data and information. See, e.g., Order No. 1151; see also PR Comments. The

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<sup>7</sup> Docket No. ACR2012, FY 2012 ICRA, Library Reference USPS-FY12-NP2, December 28, 2012.

Commission expects that future filings will use the most current ICRA data and information available or provide an explanation of why it is not possible to do so.

*Follow-up submissions.* The Postal Service shall promptly notify the Commission of the effective date of the Agreement. The Postal Service shall promptly notify the Commission if the Agreement terminates early and provide the date of termination. In addition, within 30 days of the expiration or termination of the Agreement, the Postal Service shall file costs, volumes, and revenues disaggregated by weight and country group associated with the contract, including any penalties paid.

*It is ordered:*

1. The Agreement filed in Docket No. CP2013-43 is included within the Global Plus 1C product.
2. The Postal Service shall promptly notify the Commission of the effective date of the Agreement.
3. The Postal Service shall promptly notify the Commission if the Agreement terminates earlier than scheduled and provide the date of expiration.
4. Within 30 days of the expiration or termination of the Agreement (Docket No. CP2013-43), the Postal Service shall file costs, volumes, and revenues disaggregated by weight and country group, including any penalties paid.

By the Commission.

Shoshana M. Grove  
Secretary